

A RESOLUTION BY

02-R-1849

CITY UTILITIES COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NUMBER 2 FOR FC-7308-01 VETERANS HOSPITAL TRUNK SEWER WITH ROCKDALE PIPELINE, INC. IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TEN THOUSAND, NINE HUNDRED EIGHTY NINE DOLLARS AND ELEVEN CENTS (\$510,989.11); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBER: 2J26 574001 M24I02329999

WHEREAS, the City of Atlanta did enter into an agreement with Rockdale Pipeline, Inc. for FC-7308-01, Veterans Hospital Trunk Sewer, on behalf of the Department of Public Works; and

WHEREAS, the City did enter into Change Order Number One to accommodate a change in the scope of services; and

WHEREAS, due to additions in the scope of work for stream-bank restoration and existing sewer line rehabilitation along with the cost for traffic control and roadway paving, Change Order Number Two is necessary; and

WHEREAS the Commissioner of the Department of Public Works and the Director of the Bureau of Purchasing and Real Estate have recommended that Change Order Number Two for FC-7308-01 Veterans Hospital Trunk Sewer, be executed; and

WHEREAS, the Commissioner of the Department of Public Works has determined it to be in the best interest of the City to accept the proposal amount of \$510,989.11.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into Change Order Number Two with Rockdale Pipeline, Inc. for FC-7308-01 Veterans Hospital Trunk Sewer, in an amount not to exceed, Five Hundred Ten Thousand, Nine Hundred Eighty Nine Dollars and Eleven Cents (\$510,989.11).

BE IT FURTHER RESOLVED, that the Director of the Bureau of Purchasing and Real Estate be and is hereby directed to prepare an appropriate change order, to be approved by the City Attorney as to form for execution by the Mayor.

BE IT FURTHER RESOLVED, that this Change Order Number Two shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FURTHER RESOLVED, that all services for said contracted work shall be charged to and paid from Fund, Account and Center Number: 2J26 574001 M24I02329999.



SHIRLEY FRANKLIN
MAYOR

CITY OF ATLANTA
68 MITCHELL ST, SW, ATLANTA, GEORGIA 30335-0324
SUITE 4700, CITY HALL - SOUTH
(404) 330-6240
FAX (404) 658-7552
email: publicworks@ci.atlanta.ga.us

DEPARTMENT OF PUBLIC WORKS
Norman A. Koplon, P.E.
Interim Commissioner
David Peters, P.E.
Deputy Commissioner
Johan W. Griffin, Jr.
Deputy Commissioner
Garney Ingram-Reid
Deputy Commissioner

September 30, 2002

MEMORANDUM

To: Felicia Strong-Whitaker, Director
Bureau of Purchasing and Real Estate

Fr: Ladun Esan, P.E., Program Administrator
Public Improvement Program

Re: FC-7308-01, Veterans Hospital Trunk Sewer Project
Change Order No. 2

Please find attached the proposal to provide construction support services for the Veterans Hospital Trunk Sewer project by Rockdale Pipeline, Inc.

This change order provides for additional cost for traffic control and roadway paving. It also includes the cost for added scope of work for stream-bank restoration and existing sewer line rehabilitation.

The Department of Public Works has reviewed this proposal and determined it is in the best interest of the City to accept this proposal and request the Bureau of Purchasing and Real Estate to begin the required legislative process in an amount not to exceed Five Hundred Ten Thousand Nine Hundred Eighty Nine Dollars and Eleven Cents (\$510,989.11).

If you have any questions or require additional information, I may be reached at extension 6526.

Attachment(s):

cc: John Griffin, DPW
David Peters, P.E., DPW
Ade Abon, P.E., DPW
Willie Canidate, DPW
Rholanda Malveaux, BPRE
Hubert Owens, OCC
Bruce Bell, OCC
Eskender Abebe, P.E., CH2M Hill/TOC, JV
file



CITY OF ATLANTA



1994 Public Improvement Program

SHIRLEY FRANKLIN
MAYOR

DEPARTMENT OF PUBLIC WORKS
Norman A. Koplon, P.E.
Interim Commissioner

David Peters, P.E.
Deputy Commissioner

John Griffin, Jr.
Deputy Commissioner

CH2MHILL/TOC, INC. JV
Sanitary Sewer Improvements Program
675 Ponce de Leon Avenue, N.E.
Suite 4300
Atlanta, Georgia 30308
(404) 853-7520
FAX (404) 853-7560

July 25, 2002

Ade Abon, P.E., City of Atlanta
Chief Civil Engineer
675 Ponce de Leon Ave. Suite 4300
Atlanta, GA 30308

Re: Veterans' Hospital Trunk Sewer
FC-7308-01, Change Order No. 2
Rockdale Pipeline Inc.

Dear Mr. Abon:

I have attached four (4) sets of Change Order No. 2 for Rockdale Pipeline Inc for the above referenced project. The change order includes additional cost for traffic control and roadway paving. Also included is the cost for added scope of work for stream bank restoration and existing sewer line rehabilitation.

1) Use of Off - Duty Police Officers

\$26,434

The City of Atlanta's Traffic and Transportation Department issued a road closure permit for Wieuca Road that required the use of off-duty police officers (permit #011173). The Contractor took the cost of hiring these officers and deducted his anticipated cost of using flagmen for the change order request. The additional fund is needed to cover cost of traffic control (Attachment A).

2) Replace sub-grade and resurface Mountain Drive

\$42,797

At the request of the Owner, the entire road was resurfaced at Mountain Drive. During the initial trenching operations, it was discovered that the subsurface of the roadway was unsuitable and was removed and replaced according to the geotechnical report. Rockdale Pipeline performed this work in May and June of 2002 (Attachment B).

3) Emergency Close Circuit TV

\$14,500

The Contractor performed emergency CCTV and cleaning to unplug the sewer line along Peachtree-Dunwoody Road (Attachment C).

4) Replace Existing "Grapevine" Sewer

\$184,898.11

The City has proposed to replace and obtain ownership of an existing private 8" sewer line with a history of backups and overflows. The sewer line is located along Mountain Way within the project area. The homeowners have agreed to transfer permanent easement to the City at no cost (Attachment D).

5) Natural Streambank Restoration

\$242,360

The City is working with the community groups to naturally restore streambank along the project area. The scope will be to restore and stabilize the banks that have started eroding. The cost includes the design fee for the consultant. (Attachment E).

The total amount of this change order is \$510,989.11 and I approve it for processing.

Sincerely,

Eskender Abebe, P.E.

Program Manager

CH2M Hill/TOC, Inc. A Joint Venture

Cc: **Ladun Esan, P.E., COA/DPW**
 Ron Krumme, COA/DPW
 Rholanda Malveaux, COA/BPRE
 Sam Lipkins, COA/OCC
 Steven Scarlett, P.E., TOC
 Preston Bristow P.E., MSE/HDG
 Rick Rearden, Rockdale Pipeline, Inc.

CHANGE PROPOSAL CONCURRENCE

Veterans Hospital Trunk Sewer

Mr. Ladun Esan, P. E.
Manager, Capital Improvements Program
City of Atlanta
55 Trinity Ave., SW
Suite 4500
Atlanta, GA 30335-0324

RFP NO: NA
DATE: July 30, 2002
PROJECT: FC - 7308-01
GOWRSE #: NA

DESCRIPTION:

Adjust the Authorized Contract Amount and Time to include the following items:

- | | |
|--|---------------------|
| 1) Off-Duty Police Officers for Traffic Control | \$ 26,434.00 |
| 2) Replace roadway sub-grade material and resurface Mountain Drive | \$ 42,797.00 |
| 3) Emergency CCTV and sewer line cleaning | \$ 14,500.00 |
| 4) Replace Existing "Grapevine" Sewer Line | \$184,898.11 |
| 5) Natural Streambank Restoration | <u>\$242,360.00</u> |
| Total Amount | \$510,989.11 |

JUSTIFICATION:

Item 1, City of Atlanta Traffic Department road closure permit for Wieuca Road required 24-hour off-duty police officer be used for traffic control. Item 2, Mountain Drive was replaced in its entirety to bring the roadway up to City of Atlanta roadway construction standard. Item 3, emergency work was performed to unplug sewer blockages along Peachtree-Dunwoody Road. Items 4, the additional work is proposed to improve the sewer collection system within the project area and the eliminate sewer backup and overflows to Little Nancy Creek. Item 5, the City is looking to restore and stabilize the streambank within the project area.

COST COMPARISON:

Contractor's Initial Proposal: \$510,989.11
Program Manager's Recommended Amount: \$510,989.11

RECOMMENDATION:

Program Manager:

Eskender Abebe

Signature

☒ Approved () Denied

Date: 7/30/02

Eskender Abebe, P.E.

Name

CH2MHILL/TOC, Inc. J.V.

Firm

Chief Engineer:

[Signature]

Signature

☒ Approved () Denied

Date: 8/2/02

Ade Abon, P.E.

Name

City of Atlanta, DPW

Firm

CONCURRENCE:

Manager, Capital Improvements Program:

[Signature]

Signature

☒ Approved () Denied

Date: 9/24/02

Ladun Esan, P.E.

Name

City of Atlanta, DPW

Firm

Attachment A

Veterans Hospital Trunk Sewer FC-7308-01

Summary of Traffic Control Cost

Contractor: Rockdale Pipeline Inc.

Subcontractor: Armor Security, Inc.

Invoice No.	Invoice Date	Amount
1380	3/6/02	\$ 20,208
1386	3/12/02	\$ 8,088
Adjustment		\$ (1,861.92)
<hr/>		
Change Order No. 2 Total		\$ 26,434

Approved by:



Eskender Abebe, P.E.
Program Manager

17/25/2002 14:55

778-483-2562

ROCKDALE PIPELINE

PAGE 01

FROM :

FAX NO. :

AUG. 05 2001 11:26AM P2

ARMOR Security, Inc.

595 Piedmont Avenue
Suite 320-130
Atlanta, GA 30308

INVOICE

Invoice Date:	Invoice Number:
3/6/2002	1380

Sold To:
Rockdale Sewer & Pipeline, Inc.
P. O. Box 1157
1925 Old Covington Highway
Conyers, Georgia 30207

Billed To:
ACCOUNTS PAYABLE

P.O. Number	Terms	Date Completed	Project	Order Number
	Due on receipt	3/3/2002		

Date	Description	Hours	Rate	Amount
2/20/2002	1 Off-Duty Police Officer (Not included on previous invoices)	10	40.00	400.00
2/28/2002	6 Off-Duty Police Officers - Wieuca Road	48	40.00	1,920.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
2/28/2002	6 Off-Duty Police Officers - Wieuca Road	66	40.00	2,640.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
2/27/2002	7 Off-Duty Police Officers - Wieuca Road	68	40.00	2,720.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
2/28/2002	6 Off-Duty Police Officers - Wieuca Road	48	40.00	1,920.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
3/1/2002	7 Off-Duty Police Officers - Wieuca Road	51	40.00	2,040.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
3/2/2002	5 Off-Duty Police Officers - Wieuca Road	40	40.00	1,600.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
3/3/2002	6 Off-Duty Police Officers - Wieuca Road	48	40.00	1,920.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
	Sub-Total			18,840.00
Thank you for your business.		Total		
		Payments/Credits ..		

FROM :

FAX NO. :

APR. 25 2001 11:27AM P3

ARMOR Security, Inc.

395 Piedmont Avenue
Suite 320-130
Atlanta, GA 30308

8560
INVOICE

Invoice Date:	Invoice Number:
3/6/2002	1380

Sold To:
Rockdale Sewer & Pipeline, Inc.
P. O. Box 1157
1925 Old Covington Highway
Conyers, Georgia 30207

Bill To:
ACCOUNTS PAYABLE

P.O. Number	Terms	Date Completed	Project	Order Number
	Due on receipt	1/3/2002		

Date	Description	Hours	Rate	Amount
3/3/2002	Coordination Fee		20.00%	3,388.00

VENDOR # 2643
 INVOICE # 1380
 TOTAL AMOUNT \$20,208.00
 ... 2108 COST CODE 804A
 EQ. # CODE _____ GL # 610001

Thank you for your business.		Total	\$20,208.00
		Payments/Credits	\$0.00

FROM :

FAX NO. :

Apr. 19 2001 10:50AM P2

ARMOR Security, Inc.

595 Piedmont Avenue
Suite 320-130
Atlanta, GA 30308

85744

INVOICE

Invoice Date:	Invoice Number:
3/12/2002	1386

Sold To:
Rockdale Sewer & Pipeline, Inc. P. O. Box 1157 1925 Old Covington Highway Conyers, Georgia 30207

Billed To:
ACCOUNTS PAYABLE

P.O. Number	Terms	Date Completed	Project	Order Number
	Due on receipt	3/19/2002		

Date	Description	Hours	Rate	Amount
3/4/2002	Off-Duty Police Officers - Wieuca Road	48	40.00	1,920.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
3/8/2002	Off-Duty Police Officers - Wieuca Road	54	40.00	2,160.00
	2 Off-Duty Police Officers - Wieuca Road - Motors	8	40.00	320.00
3/8/2002	Off-Duty Police Officers - Wieuca Road	36	40.00	1,440.00
	1 Off-Duty Police Officers - Wieuca Road	4	40.00	160.00
3/7/2002	Off-Duty Police Officers - Wieuca Road	8.8	40.00	340.00
3/8/2002	Off-Duty Police Officers - Wieuca Road	3	40.00	120.00
	Sub-Total			6,740.00
3/8/2002	Coordination Fee		20.00%	1,348.00
		165.5		
Thank you for your business				Total 82,088.00
				Payments/Credits 30.00

VENDOR AP 2643
 INVOICE # 1386
 AMOUNT 8088.00
 2108 DUST CHG. 804A
 LINE CODE GL 6000.06

Attachment B

**Veterans Hospital Trunk Sewer
FC-7308-01**

Summary of Roadway Paving Cost at Mountain Drive

Contractor: Rockdale Pipeline Inc.
Roadway Restoration at Mountain Drive

Description	Proposal Amount	Approved Amount
Mountain Drive Restoration - Quantity Overrun	\$	42,797.00
Change Order No. 2 Total	\$	42,797.00

Approved by:

Eskender Abebe

Eskender Abebe, P.E.
Program Manager



CITY OF ATLANTA



1994 Public Improvement Program

**SHIRLEY FRANKLIN
MAYOR**

DEPARTMENT OF PUBLIC WORKS
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David Peters, P.E.
Deputy Commissioner

John Griffin, Jr.
Deputy Commissioner

CH2MHILL/TOC, INC. JV
Sanitary Sewer Improvements Program
675 Ponce de Leon Avenue, N.E.
Suite 4300
Atlanta, Georgia 30308
(404) 853-7520
FAX (404) 853-7560

Memorandum

To: Ade Abon

From: Steve Scarlett, TOC/Program Manager

Cc: Ron Krumme, COA

Date: July 8, 2002

Re: Veterans' Hospital Trunk Sewer
Pavement Replacement on Mountain Drive- Change in Quantities

The approved additional work for the rehabilitation of Mountain Drive has just been completed and the quantities originally proposed by the Contractor was exceeded. Using the same unit pricing as the proposal, the final cost that has been promised by the contractor will be \$195,000. This is an increase of \$42,796 from the original estimate of \$152,204. This amount has been verified by the Inspectors and the Construction Manager and is within a reasonable variance. I recommend approval of this increase.

MAYES, SUDDERTH & ETHEREDGE / HARRINGTON GEORGE & DUNN
CITY OF ATLANTA VETERANS HOSPITAL TRUNK SEWER PROJECT OFFICE
4208 PEACHTREE DUNWOODY ROAD, ATLANTA, GEORGIA 30342

July 9, 2002

Mr. Steve Scarlett, P.E.
Project Manager
CH2MHill/TOC
675 Ponce de Leon Avenue Northeast, Suite 4300
Atlanta, Georgia 30303

Re: Veterans Hospital Trunk Sewer
Subject: Mountain Drive Repavement
Station 40+58 to Station 52+09

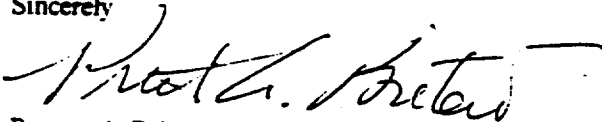
Dear Steve:

Mr. Rick Rearden, Project Manager for Rockdale Pipe Line (RPL) notified Mr. Mike Roepke, Superintendent (RPL) on July 9, 2002 that RPL will accept \$195,000.00 as payment in full for the rehabilitation and repaving of Mountain Drive.

This in the area from Manhole "DD" to Manhole "Z" or approximately 1,200 linear feet.

Mr. Mike Roepke notified the Construction Manager of this decision on July 9, 2002.

Sincerely



Preston A. Bristow, P.E.
Construction Manager

cc: Frank Ramsey, Edward Head, Nate Greenhowe, Ron Krumme, Mike Roepke
File

Attachment C

**Veterans Hospital Trunk Sewer
FC-7308-01**

Summary of Additional Maintenance Work Cost

Contractor: Rockdale Pipeline Inc.
Sanitary Sewer Line Cleaning

Description	Proposal Amount	Approved Amount
Heavy Cleaning at Veterans Hospital Outfall	\$	7,975.00
Sewer Backup at P'Tree-Dunwoody Road	\$	6,525.00
Change Order No. 2 Total	\$	14,500.00

Approved by:

Eskender Abebe

Eskender Abebe, P.E.
Program Manager

Thacker Infrastructure, LLC

Freeline
128 Old Covington Hwy.
Doraville, GA 30013

April 29, 2002

Invoice #: 001

1 hr. @ \$275 per hour	= \$1,925.00
7 hrs. @ \$275 per hour	= \$1,925.00
Heavy cleaning for 7 hrs. @ \$275 per hour	= \$1,925.00
Heavy cleaning for 3 1/2 hrs. @ \$275 per hour (4 hr. min.)	= \$1,100.00
Heavy cleaning for 1 1/2 hrs. @ \$275 per hour (4 hr. min.)	= \$1,100.00
Total	= \$7,975.00

Thank you for your business!

Please remit payment to:

Thacker Infrastructure, LLC
22 Carnegie Way
Doraville, GA 30013

GRAPEVINE SEWER ALONG
MOUNTAIN WAY

Thacker Infrastructure, LLC

April 29, 2002

Invoice #: 001

125 Pipeline
125 Old Covington Hwy.
Doraville, GA 30013

Heavy Cleaning at Veteran's Hospital Outfall

4/05/02: Heavy cleaning for 7 hrs. @ \$275 per hour	= \$1,925.00
4/18/02: Heavy cleaning for 7 hrs. @ \$275 per hour	= \$1,925.00
4/23/02: Heavy cleaning for 7 hrs. @ \$275 per hour	= \$1,925.00
4/23/02: Heavy cleaning for 3 1/2 hrs. @ \$275 per hour (4 hr. min.)	= \$1,100.00
4/23/02: Heavy cleaning for 1 1/2 hrs. @ \$275 per hour (4 hr. min.)	= \$1,100.00

Total = **\$7,975.00**

Thank you for your business!

Make remittance payment to:

Thacker Infrastructure, LLC
25 Carnegie Way
Suite 500
Atlanta, GA 30303

Thacker Infrastructure, LLC

Mr. Roland Kiumme
City of Atlanta - Dept. of Public Works
Infrastructure Planning
675 Ponce de Leon Ave, NE
Atlanta, GA 30308

Invoice #: 001
Invoice Date: 11-Jan-02

RE: Mr. Ed Head - CCTV @ 4030 P'tree Dunwoody Rd.

Date: 1/4/02
Type Work: Emergency Work
Address: P'tree-Dunwoody Rd.
Map No: NCR11A1

Reference: 1/4/02
USMH: 2430022104
DSMH: 2430022103
Distance From MH:

Emergency Work (1:00 p.m. - 11:00 p.m.)	10.00	\$	450.00	\$ 4,500.00
Traffic Control	2.00	\$	25.00	\$ 50.00
Supervisor	10.00	\$	35.00	\$ 350.00
Raise MH 2"	1.00	\$	875.00	\$ 875.00
Locate/expose MH - paved	1.00	\$	750.00	\$ 750.00
			Total:	\$ 6,525.00

Please remit payment to: **Thacker Infrastructure, LLC**
133 Carnegie Way, NE
Suite 600
Atlanta, GA 30303

Thank you for your business!

200-F Wharton Circle
Atlanta, GA 30336

Phone: (404) 696-2724 • Fax: (404) 696-2726



CITY OF ATLANTA

60 MITCHELL ST. SW. ATLANTA, GEORGIA 30303-0324
SUITE 4700, CITY HALL - SOUTH
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HIRLEY FRANKLIN
MAYOR

DEPARTMENT OF PUBLIC WORKS
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Acting Deputy Commissioner
Garney Ingram-Reid
Deputy Commissioner
John W. Griffin, Jr.
Deputy Commissioner

MEMORANDUM

To: David W. Peters, P.E.
Deputy Commissioner

From: John W. Griffin, Jr. *JWG*
Deputy Commissioner

Date: April 1, 2002

Re: Ms. Barbara Levine
500 Mountain Way, NE

Several days ago I received a complaint from the referenced citizen about the condition of the sewer that serves her property. She stated that the sewer has backed-up several times in the past and when the back-ups have occurred they have affected her home and her neighbor's homes.

After researching this issue, I have determined that Ms. Levine's property is served by a grapevine sewer that was apparently constructed by the developer of the land on which her home was built. This most likely occurred during the 1940's, prior to this part of Atlanta being annexed from unincorporated Fulton County. I also believe that no provision was made to dedicate the sewer serving this property to the County. This conclusion has been reached because we have not been able to find a copy of an easement in City records and Ms. Levine has told me that she does not have any documentation in her property records witnessing the existence of an easement for a sanitary sewer.

Ms. Levine's home at 500 Mountain Way and her neighbors located at 510, 520, 530 and 4325 Wieuca Road are believed to be tied into this sewer (See Exhibits A and B). As a matter of policy we do not accept any responsibility for grapevine sewers. However, unless our attorneys direct us differently, I believe it would make good sense for the City to reconstruct this existing private sewer and accept it as part of the City's system.

David W. Peters, P.E.
April 1, 2002
Page 2 of 2

provided all property owners agree to give the City a construction and permanent maintenance easement, at no charge to the City, and agree to restore all disturbed areas. The City would only restore the area affected by the actual construction by grading it and seeding it with the appropriate grassing (seeding no SOD). This construction should only occur if our engineers determine that the sewer can be replaced with the appropriate self-cleaning velocity within the vertical limits the existing conditions allow. As such, I am requesting you to direct your staff to take the appropriate action to investigate the feasibility of having the contractor perform this work and the associated cost for our review. This work needs to occur as quickly as possible before the contractor moves completely out of the area. Let me know what your thoughts are regarding this matter. By copy of this correspondence to Robert Caput and Sarah Mills, I am asking them to tell us if we can improve this sewer pipeline as I am proposing.

Attachment "A" is a copy of the City's sewer map and Attachment B is a composite of sheets 5 and 6 of the construction documents. Attachment "B" shows the approximate location of the grapevine sewer as it crosses the properties. Our design team would be responsible for CCTV/Clean activities necessary to verify the location of the existing sewer. The house located at 540 Mountain Way will be tied into the new sewer, according to the contractor. Each homeowner would be responsible for making improvements to his/her service connection.

Attachments

xc: Norman A. Koplon, P.E.
Lance Clark, P.E.
Ladun Esan, P.E.
Errol Williams, P.E.
Sarah Ingram-Mills, Esq.
Robert Caput, Esq.

Attachment D

**Veterans Hospital Trunk Sewer
FC-7308-01**

Proposal for Additional "Grapevine" Sewer Line at the Levin Property

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Install 12" DIP, 0'-15' Cut	560	LF.	\$ 150.00	\$ 84,000.00
2	Install 12" DIP Creek Crossing	140	LF.	\$ 220.00	\$ 30,800.00
3	Connect to Existing Manhole	1	EA.	\$ 3,295.00	\$ 3,295.00
4	Service Connections	6	EA.	\$ 1,576.00	\$ 9,456.00
5	Connect Existing House Plumbing	6	EA.	\$ 1,094.00	\$ 6,564.00
6	Service Laterals	120	LF.	\$ 16.00	\$ 1,920.00
7	DS3 Stabilization	3,111	SY	\$ 2.40	\$ 7,466.40
8	Allowance to Replace Tennis Court				\$ 10,000.00
9	Clean Flooded Basement	1	LS	\$ 4,500.00	\$ 4,500.00
10	Replace Asphalt Driveway	120	SY	\$ 53.00	\$ 6,360.00
11	Clearing	1	LS	\$ 4,500.00	\$ 4,500.00
12	Remove and Replace Fence	1	LS	\$ 500.00	\$ 500.00
13	Demolish Manholes	3	EA.	\$ 589.00	\$ 1,767.00
14	Silt Fence	700	LF.	\$ 2.90	\$ 2,030.00
15	Install 48" diameter Manhole	3	EA.	\$ 2,825.00	\$ 8,475.00
16	Install Watertight MH Frame and Cover	3	EA.	\$ 280.00	\$ 840.00
17	Manhole Depth >6'	8.39	VF	\$ 289.00	2424.71
Total					\$ 184,898.11

Approved by:

Eskender Abebe


Eskender Abebe, P.E.

Program Manager

Rockdale Pipeline, Inc.**PROPOSED CHANGE ORDER****No. 00021**P.O. Box 1157
Doraville, GA 30012Phone: 770-922-4123
Fax: 770-483-2562**TITLE:** 12" Line at Levin Property**DATE:** 7/23/2002**PROJECT:** Veterans Hospital Trunk Sewer**JOB:** 2108**TO:** Attn: Preston Bristow, P.E.
MSE/HGD Joint Venture
4208 Peachtree Dunwoody Rd
Atlanta, GA 30342**CONTRACT NO:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

This is our proposal for the additional "Grapevine" Line at the Levin Property

Item	Description	Stocks	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
0001	12" DIP 0'-15'		360.000	LF	\$150.00 ✓	0.00%	\$0.00	\$54,000.00 ✓
0002	12" DIP Creek Crossing		140.000	LF	\$220.00 ✓	0.00%	\$0.00	\$30,800.00 ✓
0003	Connect to Existing Manhole		1.000	Ea	\$3,295.00 ✓	0.00%	\$0.00	\$3,295.00 ✓
0004	Service Connections		6.000	Ea	\$1,576.00 ✓	0.00%	\$0.00	\$9,456.00 ✓
0005	Connect Existing House Plumbing		6.000	Ea	\$1,094.00 ✓	0.00%	\$0.00	\$6,564.00 ✓
0006	Service Lateral		120.000	LF	\$15.00 ✓	0.00%	\$0.00	\$1,800.00 ✓
0007	D63 Stabilization		9111.000	SY	\$2.40 ✓	0.00%	\$0.00	\$22,466.40
0008	Replace Tennis Court		1.000	Allow	\$10,000.00	0.00%	\$0.00	\$10,000.00
0009	Clear Retention		1.000	LS	\$4,500.00	0.00%	\$0.00	\$4,500.00
0010	Replace Asphalt Driveway		120.000	SY	\$53.00 ✓	0.00%	\$0.00	\$6,360.00 ✓
0011	Clearing		1.000	LS	\$4,500.00	0.00%	\$0.00	\$4,500.00
0012	Remove & Replace Fence		1.000	LS	\$500.00	0.00%	\$0.00	\$500.00
0013	Demolish Manholes		3.000	Ea	\$589.00	0.00%	\$0.00	\$1,767.00
0014	SD1C 8th Fence		700.000	LF	\$2.90 ✓	0.00%	\$0.00	\$2,030.00 ✓
0015	48" Diameter Manhole		3.000	Ea	\$2,825.00 ✓	0.00%	\$0.00	\$8,475.00 ✓
0016	Waterlight MH Frame & Cover		3.000	Ea	\$280.00 ✓	0.00%	\$0.00	\$840.00 ✓
0017	Manhole Depth > 6'		8.390	VF	\$289.00 ✓	0.00%	\$0.00	\$2,424.71 ✓

Unit Cost: \$184,898.11**Unit Tax:** \$0.00**Lump Sum:** \$0.00**Lump Tax:** \$0.00**Total:** \$184,898.11*Recommended***By:**
Rick Rearden**Date:** 7/23/2002**By:**
Preston Bristow, P.E.**Date:** 7/24/02

Attachment E

**Veterans Hospital Trunk Sewer
FC-7308-01**

Proposal for Streambank Restoration

Item	Description	Estimated Amount
1	Engineering Design Fee	\$ 22,360.00
2	Construction	\$ 200,000.00
3	Contingency at 10%	\$ 20,000.00
		\$ 242,360.00

Approved by: Eskender Abebe
Eskender Abebe, P.E.
Program Manager

FACSIMILE COVER SHEET

TO: Ron Krumme FAX: 404-228-3623
FROM: Maxine Coleman DATE: 05/15/02
PROJECT: Nancy Creek Streambank Restoration PROJECT #: 0130.49
NUMBER OF PAGES, INCLUDING COVER: 8

Ron,

Attached is the information you requested. Please let me know if there is anything else I can do for you or if you have any questions or comments.

Thanks,


Maxine

CC: Steven Scarlett, Thacker-Gibbs, Inc
404-853-7560

ECOS

ENVIRONMENTAL DESIGN, INC.
1000 PINEAPPLE DRIVE

ALBANY, GEORGIA 31707
404-221-1900
404-221-1900 FAX
WWW.ECOSDESIGN.COM

May 13, 2002

Mr. Ron Krumme
City of Atlanta
Infrastructure Planner Division, Department of Public Works
675 Ponce de Leon
Suite 4300
Atlanta, Georgia 30307

Re: Nancy Creek Streambank Restoration (FC-7308-01)

Dear Ron:

Pursuant to your request I have made the following breakout of the scope of services for the above referenced work. This scope is for streambank restoration work for the segment of Nancy Creek that is immediately adjacent to the work being performed under the Veterans Trunk Sewer modifications that is being considered as an additional service. The physical scope of work (construction/implementation) will include the following:

- Removal of vegetation and exotic pest plants from the streambank.
- The laying back of the bank gradient from the vertical, incised existing condition to a more natural slope.
- The installation of the slope anchoring measures.
- The grading and backfill of the slopes.
- Any in-stream modifications, such as the implementation of micro-pools, rills, check dams, etc.
- The installation of any filter fabrics and other armoring techniques.
- The installation of native landscape materials to hold the slopes and provide the necessary filters and buffers.

I have not been very specific in the types of measures that we will incorporate in the final plans because we wish to leave our options open; there are several different types of treatments that can be used to solve the problems here. We will work with the local residents to determine the best restoration practices to incorporate.

We have estimated that the segment of Nancy Creek which needs to be restored is approximately 950 linear feet in length. We estimate that the cost of restoring the streambanks to be approximately \$200 - \$210 per linear foot for a total of approximately \$200,000. This figure takes into account a full restoration of the stream banks on both sides of Nancy Creek.

ECO-DESIGN ENVIRONMENTAL DESIGN, INC.

1000 STREET, SUITE A-006

ATLANTA, GEORGIA 30307

404.525.1111

404.525.1112

404.525.1113

Mr. Ron Krumme
Nancy Creek Restoration
May 13, 2002
Page 2

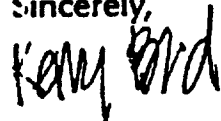
We will also assist in the procurement of viable sub-contractors to bid and perform this highly specialized work.

Our own professional design fees were broken out into three tasks: Public Facilitation (\$3,620.00), Preliminary Design (\$8,380.00), and Construction Documents (\$10,360.00) for a total of \$22,360.00. I have attached a copy of our proposal to this letter.

Based upon our past experience, we know that there will be a considerable effort expended in working with the affected residents along this corridor. Our design work will include our assessment of the hydrology requirements for this segment, calculation of the bank-full levels, and three-dimensional modeling of the stream channel for design purposes. The bid document for the work will include construction documents, design details and cross-sections, and specifications.

If you have any further questions or require further clarification, please call me.

Sincerely,



Kerry Blind, FASLA
President

enclosure

PROFESSIONAL SERVICES AGREEMENT

Contract #: _____

Project Name: Veteran's Hospital Trunk Sewer (FC-7308-01)
Additional Services: Nancy Creek Streambank Restoration

Location: City of Atlanta, Georgia

Client: City of Atlanta
Infrastructure Planning Division, Department of Public Works
675 Ponce De Leon Avenue
Suite 4300
Atlanta, Georgia 30308

(404) 404-391-7370 (Ron Krumme)

Landscape Architect: Ecos Environmental Design, Inc.
280 Elizabeth Street NE
Suite A-006
Atlanta, Georgia 30307

COPY

(404) 221-1900

Date: April 19, 2002

PROJECT DESCRIPTION:

The project consists of developing plans for a streambank restoration / landscape architectural improvements for the Nancy Creek corridor being impacted by the sewer modifications included in the Veteran's Hospital Trunk Sewer project. The work will occur between the bridge at Mountain Way Road and Wieuca Road. The Landscape Architects will coordinate all public meetings with the City of Atlanta project manager and develop a program for restoration components for review and approval by the City of Atlanta prior to commencement of design drawings. All plans for improvements will be submitted through the Client for bidding, negotiation and construction.

The drawings are to be completed in digital media, AutoCad r2000 format.

SCOPE OF BASIC SERVICES

The Landscape Architects shall provide the following basic services as a part of this contract:

Task I. Public Facilitation

Ecos Environmental Design, Inc. will contact those residents impacted by the work under this project. Ecos will meet with the residents to discuss their specific needs as they relate to the landscape mitigation. Ecos will submit a simple report that describes each contact and outlines the discussions with the contacts.

Letter of Agreement
City of Atlanta
April 19, 2002
Page 2

COPY

Task II. Preliminary Plans

Ecos Environmental Design, Inc. will develop preliminary plans for the streambank restoration based upon the discussions with the affected residents along the corridor. Ecos will submit the preliminary plans to the City of Atlanta project manager for review and approval. The preliminary plans will be of sufficient detail to convey the intent of the design.

Task III. Construction Documents

With the approval of the preliminary plans, Ecos will develop the construction documents necessary for the implementation of the work under their scope. The Construction Documents consist of drawings and specifications, providing complete information necessary for the bidding and installation of the work, including the following:

A. Landscape Design:

1. Plans, details, notes and dimensions necessary for the layout and construction of the improvements under this proposal.
2. Identification, location and specification of all plant types (genus and species, size, character, spacing, etc.)
3. Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work.

B. Specifications:

1. Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work.

FEE STRUCTURE

The Landscape Architects will perform the services outlined above at an hourly rate to the estimated budgets described below. All fees will include out-of-pocket expenses.

Task I - Public Facilitation:

Principal: 4.0 hrs. @ \$135/hr.	\$540.00	
Proj. Mgr.: 24.0 hrs. @ \$85/hr.	2,040.00	
Technician: 16.0 hrs. @ \$65/hr.	<u>1,040.00</u>	
Sub-total:	\$3,620.00	\$3,620.00

Task II - Preliminary Design:

Principal: 8.0 hrs. @ \$135/hr.	\$1,080.00	
Proj. Mgr.: 40.0 hrs. @ \$85/hr.	3,400.00	
Technician: 60.0 hrs. @ \$65/hr.	<u>3,900.00</u>	
Sub-total:	\$8,380.00	\$8,380.00

Task III - Construction Documents:

Principal: 8.0 hrs. @ \$135/hr.	\$1,080.00	
Proj. Mgr.: 48.0 hrs. @ \$85/hr.	4,080.00	
Technician: 80.0 hrs. @ \$65/hr.	<u>5,200.00</u>	
Sub-total:	\$10,360.00	\$10,360.00

TOTAL DESIGN FEE

\$22,360.00

copy

ADDITIONAL STIPULATIONS

Payments to the Landscape Architect:

Payment for basic services shall be made monthly in proportion to services performed to the date of billing. Payments on account of the Landscape Architect's additional services and reimbursable expenses shall be made monthly upon presentation of the Landscape Architect's statement of services rendered or expenses incurred.

Hourly Rates are as follows:	Principal:	\$135.00 / hour
	Project Manager:	\$85.00 / hour
	Project Designer:	\$75.00 / hour
	Technician 1:	\$65.00 / hour
	Technician 2:	\$55.00 / hour
	Clerical:	\$40.00 / hour

Payments are due and payable within thirty (30) days from the date of the Landscape Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.25% per month.

Reimbursable Expenses:

Reimbursable expenses are included within the compensation for the basic services outlined above. Reimbursable expenses are incurred as a necessary part of producing the work and include:

1. All printing, postage, shipping and long distance telecommunications necessary to perform the services listed herein.
2. All cost of travel (i.e. air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
3. Mileage for automobile travel to perform the work specified herein shall be billed at the established IRS allowance in effect at the time the mileage is incurred.

Additional Services:

The services described as additional services are not included in basic services unless so identified, and they shall be paid by the Client as provided in this proposal, in addition to the compensation for basic services. Additional services shall be performed only upon written request of the Client on an hourly basis or as agreed at the time of the request. Additional services include:

1. Making revisions to the drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client or are required by the enactment or revision of codes, law or regulations subsequent to the preparation of such documents or due to changes required as a result of the Client's failure to render decisions in a timely manner.
2. The Client has revised the scope of the basic services.

Landscape Architect's Responsibilities:

The Landscape Architect's services consist of those services performed by the Landscape Architect and the Landscape Architect's consultants as above. The Landscape Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly

Letter of Agreement
City of Atlanta
April 19, 2002
Page 4

copy

progress of the work. No other representation, express or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.

Client's Responsibilities:

The Client shall provide full information regarding requirements for the Project including a program that shall set forth the Client's objectives, schedule, constraints, criteria and budget. The Client shall furnish surveys describing the physical characteristics of the site such as metes and bounds, topography, utilities, existing structures, trees and easements.

Use of the Landscape Architect's Drawings, Specifications or Other Documents:

The drawings, specifications and other documents prepared by the Landscape Architect for this project are instruments of service for use solely for this project and shall remain the property of the Landscape Architect. The Client shall be permitted to retain copies for information and reference in connection with the Client's use and occupancy of the project. The drawings, specifications and other documents shall not be used by the Client or others on other projects or for additions to this project except by written agreement and with appropriate compensation to the Landscape Architect.

Termination, Suspension or Abandonment:

This Agreement may be terminated by either party upon not less than seven day's written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of the Client to make payments to the Landscape Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

If the Client for more than 30 days suspends the project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension.

The Client upon written notice to the Landscape Architect may terminate this Agreement in the event that the project is permanently abandoned. In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

Liability:

The Client agrees that any claim arising out of, or related to, this professional service agreement is limited to the amount actually charged by Ecos Environmental Design, Inc.

Miscellaneous Provisions:

Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Landscape Architect. The Client and Landscape Architect bind themselves to the other party to this Agreement. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect.

The Landscape Architect shall have the right to include representations of the design of the projects, including photographs among the Landscape Architect's promotional materials.

During the life of this agreement, the Landscape Architect provides and maintains in force insurance as set forth below:

Letter of Agreement
City of Atlanta
April 19, 2002
Page 5

COPY

1. Professional Liability (errors and omissions): \$1,000,000.00 per claim.
2. General Liability: \$1,000,000.00 each occurrence.
3. Workman's Compensation Insurance.

Accepted:

The Client accepts the terms and conditions of this Professional Services Agreement.

Ecos Environmental Design, Inc.:

City of Atlanta, Infrastructure Planning: --

Kerry Blind, FASLA

Name

President

Title

Title

April 19, 2002

Date

Date

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON


Commissioner's Signature


Director's Signature

Originating Department – Public Works

Contact Person: Rholanda Malveaux x6938
Marie Pope (ext 6373)

Committee(s) of Purview – City Utilities

Council Deadline:

Committee Meeting Date(s) October 29-October 30, 2002

Full Council Date: November 4, 2002

CAPTION:

CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NUMBER 2 FOR FC-7308-01 VETERANS HOSPITAL TRUNK SEWER WITH ROCKDALE PIPELINE, INC. IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TEN THOUSAND, NINE HUNDRED EIGHTY NINE DOLLARS AND ELEVEN CENTS (\$510,989.11); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBER: 2J26 77401 M24102329999

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by Mayor's Office:

10/17/02
(date)

Reviewed by:

JP
(initials) (date)

Submitted to Council:

(date)

Action by Committee:

☐ Approved ☐ Advertised ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other

**BUREAU OF PURCHASING AND REAL ESTATE
LEGISLATION SUMMARY**

TO: City Utilities Committee

CAPTION: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NUMBER 2 FOR FC-7308-01 VETERANS HOSPITAL TRUNK SEWER WITH ROCKDALE PIPELINE, INC. IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TEN THOUSAND, NINE HUNDRED EIGHTY NINE DOLLARS AND ELEVEN CENTS (\$510,989.11); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J26 77401 M2410232999

**REQUESTING
DEPARTMENT:** Department of Public Works

CONTRACT TYPE: Construction

**SOURCE
SELECTION:** N/A

BID OPENING: N/A

**PROPOSALS
RECEIVED:** N/A

BACKGROUND: Original contract amount - \$6,431,917.00; Change Order Number 1 - \$634,321.48 To provide for additional work including roadway paving and resurfacing, replace sub-grade material and traffic control.

**SOURCE OF
FUNDING:** N/A

**EVALUATION
TEAM
COMPOSITION:** DPW, BPRE